



U.S. Environmental Protection Agency

Information Management Center Services (IMCS IV)

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***Please see all changes red.**

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1 – Performance Work Statement (PWS)	
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4-23 – Draft IMCS IV Task Order SOWs: Docket Center, FOIA, ORCR, Libraries: Ann Arbor, AWBERC, HQChem, R3, R5, WebInfo Architecture, Las Vegas, Records: OEI OTOP, Cincinnati, HQ ORD, HQ OAR, NCEA, R1, HQ OLEM, R5, OEI, and HQ OPP.	
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FAR 216.18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ___TBD_____ through ___TBD_____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

B.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TBD; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.2 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months.

B.3 LOCAL CLAUSE EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$25,000.00. The amount of all orders shall not exceed \$250,000,000.00.

B.4 LOCAL CLAUSE EPA-B-31-101 OTHER DIRECT COSTS

(a) Other Direct Costs (ODC) (for example, travel and/or training) in the amount listed below shall be included as a total maximum dollar value for each period of performance of the task order. Contractors shall include the amounts shown below in the Contractor's total estimated cost for each period of performance. These amounts are maximum ceiling dollar amounts that the Contractor shall not exceed. These amounts are not guaranteed but are the maximum dollar ceilings for each year of the period of performance. ODC's are specific to each period of performance and do not carry over into following periods of performance. Other Direct Costs in excess of the following are not allowable as a charge to this contract without prior written approval of the Contracting Officer: **For this contract, the maximum ODC ceiling amount will be \$757,250.00 during the five year period of performance of the contract.**

(b) When the COR or CO notifies the Contractor of an EPA requirement, the Contractor shall submit all requests, in writing, for ODC items to the CO for approval before the ODC item is procured, unless otherwise authorized by the CO. All requests for long distance travel and Contractor training shall be in accordance with Approval of Contractor Travel and Approval of Contractor Training, see section H.18 and H.19. The Contractor shall not incur any costs for an ODC prior to receiving the CO's written approval of the Contractor's request.

(c) Any costs that the Contractor incurs prior to receiving the CO's written/e-mail approval can be disallowed by the CO.

(d) For cost efficiencies, the COR or CO shall determine with the Contractor whether meetings can be held via telephone conference call, video conference call or in person, prior to any meeting between the Contractor and Government personnel, including the Contractor's subcontractor personnel (if applicable).

(e) The Contractor shall be allowed to apply only its G&A indirect rate to ODCs, and the Contractor shall not apply any other fees or rates unless expressly authorized by the CO in the task order.

(f) Other Direct Costs--(ODCs) are items which are allowable and allocable direct costs to the task order for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below. The Task Order COR (TOCOR) may provide approval for materials and supplies up to \$500.00 (for a single item or a related group of items). For costs beyond \$500, the EPA Contracting Officer's approval is required. This consent is only intended to be a determination of technical reasonableness and is not a pre-determination as to the allowability of these costs. Equipment is considered to be "facilities" for the purpose of Part 45 of the Federal Acquisition Regulation and, with certain exceptions, may not be reimbursed as a direct charge to the contract.

(g) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's

subcontract agreements under this task order.

B.5 EPA-B-16-104 Fixed Rates for Services – ID/IQ Contract

The following fixed rates for labor and routine equipment, which are inclusive of all indirect costs and profit, shall apply for the duration of the applicable contract year:

TBD
TBD
TBD
TBD
TBD

A. FIXED LABOR RATE

1. The proposed fixed labor rates shall include all costs for all PWS tasks. The fixed rates for the labor categories set forth in the schedule shall be inclusive of all expenses including contract level required reports**, wages or salaries, labor costs, fringe benefits, overhead, program management, training, general and administrative expenses, and profit.
2. If a fixed rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or subcontractor decides to provide that labor category through a third-party subcontractor, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates) but will not, in any event, exceed the rate set forth in this contract for that labor category for the contractor or subcontractor, depending upon which entity (contractor or subcontractor) acquires the labor.
3. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g., Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed labor rate for a Junior Technician during the period of time he/she is performing these duties).
4. When an individual employee's normally assigned category of labor is at a rate lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g., Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.
5. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the on-scene coordinator, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

B. COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS

The cost reimbursement portion of the contract consists of travel, specialized labor, non-routine equipment, field subcontracts, and other direct costs which are reasonable, allocable and allowable. All costs that do not come within these limited categories are considered to be part of the fixed labor and equipment rates portion of the contract. Therefore, these costs are separate and distinct from the fixed rates and fixed price portions of the contract. The cost reimbursement portion of the contract will be estimated and funded at the task order level on an as-needed basis. The contractor will only be reimbursed for actual costs incurred, as required to accomplish the services specified in each task order. These costs will be treated in accordance with the clause entitled, "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)." Such costs shall be charged in accordance with the Contractor's established and

accepted accounting practices. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable, and allocable.

NTE

Travel - \$TBD at the task order level

Misc ODCs - \$TBD at the task order level

TRAVEL

1. (a) The amount specified in the schedule for travel is an estimate only. The actual amount for travel may be greater or less than the amount estimated as long as the maximum travel ceiling amount is not exceeded. Travel is limited to site specific or other travel, as authorized by the Task Order.

(b) The Contractor's primary mobilization point for establishing reasonableness for personnel travel-associated costs shall be located within TBD _____.

This primary mobilization point is listed below:

_____TBD_____

(c) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site; however, in no event shall the travel charges exceed what the charge would be if the employees were mobilized from the Contractor's primary mobilization point.

2. Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) subpart 31.205-46, Travel Costs, and the Federal Travel Regulations (FTRs). Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individual's place of employment or residence, whichever is less, and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation for travel costs and may be superseded by later editions of the FAR and/or FTRs. The "50 miles in 12 hours" shall not be exceeded without the approval of the CO. The regulations in effect at any given time govern travel costs under this contract. Travel expenses may include General and Administrative expenses to the extent that it is the Contractor's normal accounting practice to charge on such a basis. In the performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the OSC or authorized Contracting Officer Representative (COR). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement. Reimbursement of travel expenses by EPA will be consistent with the FTRs and subject to the following: Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the FTRs. NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within the total "daily" amount, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100.00-- consisting of \$75.00 for lodging and \$25.00 for meals and incidental expenses (M&IE)--the allowable costs for lodging shall not exceed \$75.00 and the allowable costs for M&IE shall not exceed \$25.00. Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for all incidental travel expenditures in excess of \$75.00, including receipts for common carrier transportation expenditures and hotel receipts. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed for such PAYMENTS, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

3. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government should be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in radial miles or actual miles as determined by the contracting officer.
4. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.
5. Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees.
6. (a) Consistent with the expected duration of the site, the contractor shall ensure to the extent practicable that lodging is secured on ""other than a daily rate basis"" so that maximum quantity and term discounts are achieved.
(b) Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days.
(c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

OTHER DIRECT COSTS (ODCs)

Materials and supplies are separate and distinct from those items included in the fixed rate or fixed price portions of the contract or included in the contractor's indirect rates. The contractor shall not charge the Government as materials/supplies those items that are priced in the fixed rates or fixed price portions of the contract or included in the indirect rates.

B.6 LOCAL CLAUSE EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line items TBD through TBD are incrementally funded. For this item, the sum of \$TBD of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".
- (d) The parties contemplate that the Government will allot additional funds for continued performance of

the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

	PRIOR AMOUNT	THIS MOD.	NEW
AMOUNT			
BASE PERIOD			
Total Maximum Amount:	[FILLIN#4#insert dollar amount]		
Funded Amount:	[FILLIN#5#insert dollar amount]		

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 LOCAL CLAUSE EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT /SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the scope of work/specifications included in RFP Attachment # 1 – Performance Work Statement (PWS). The Contractor shall perform work under this task order only as directed in the tasks detailed in the PWS.

EPA intends to make a single indefinite delivery/indefinite quantity contract award for the following services:

- Program Management
- Management and Administration
- Web Development and Maintenance
- Presentations and Trainings
- Customer Service
- Information Technology Systems
- Collection Management and Modernization
- Records Management
- Docket Workflow
- Library Services for the Office of General Counsel Law Library
- Library Services for the Fort Meade Library
- Freedom of Information Act (FOIA) Support Services

C.2 LOCAL CLAUSE EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

Section(s) TBD of the Contractor's technical proposal entitled, TBD dated TBD is/are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

SECTION D - PACKAGING AND MARKING

For this RFP, there are NO additional clauses in this Section

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.246-2 MAY 2001 INSPECTION – TIME AND MATERIAL AND LABOR HOUR

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.242-15 AUG 1989 STOP WORK ORDER

F.2 EPAAR 1552.211-70 Reports of work (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 1 (PWS). Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

F.3 EPAAR 1552.211-72 Monthly Progress Report (JUNE 1996)

(a) The Contractor shall furnish 1 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.

(iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the ___ of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Contracting Officer's Representative	TBD
1	Contracting Officer	TBD

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 LOCAL CLAUSE EPA-F-101 PERIOD OF PERFORMANCE

The effective period of this contract is from effective date of award through 60 months thereafter, with a five year base period. Task orders may be placed at any point during the stated period of the contract.

Each individual task order will have its own stated period of performance. Task orders may extend for a period no longer than six (6) months beyond the end of the period of the contract.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 EPAAR 1552.232-70 SUBMISSION OF INVOICES

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block ___ on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- EPA contract and task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the System for Award Management (SAM)
- Point of contact (POC) name, phone number and email address

Invoice content and formatting:

- Bill only within the period of performance
- Bill for only one option period per invoice
- Bill only for only one delivery order per invoice
- Use the original invoice number followed by an 'R' (resubmitted or revised) when billing for reclaimed, revised or returned billings
- Bill the net amount only when billing for revised or suspended amounts
- Never bill in excess of the contract funded amount
- Do not bill for state and local taxes unless authorized - EPA Tax Exempt #: 520852695

Contract Invoices Submission:

- Complete and sign EPA's Agreement for Email Submission of Contract Invoices and email the completed form to ContractPaymentInfo@epa.gov (phone: (919) 541-1148).
- Wait for authorization. Please do not submit a contract bill via email until you receive an authorization email from the RTP Finance Center.
- After receiving authorization from the RTP Finance Center, submit your invoice in PDF format via email using the following procedures.
 - Put the contract number, invoice number and delivery order number in the SUBJECT line of the email.
 - Example: I_68w09999_234B_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.
 - Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
 - It is suggested that the following statement be included in email body: NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.
 - Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.

- Each invoice must be signed by a representative of the Contractor that is fully and completely authorized to sign on behalf of the Contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.
- Invoices in PDF format must be named as follows:
contractnumber_invoicenumber_ordernumber.pdf. Invoices may be rejected if the file name is incorrect.
 - Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)
 - Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number.
Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice numbers should not include an underscore or a '/'.
 - Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)
 - Example:
I_EPXX9999_STB-300_00001.pfd
I_68XX0000_7.pdf (no order number required)
I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required)
I_GSF0440G_B345_01100.pfd
I_EPW01111_1.pdf
- Email your invoice to DDC-KInvoices@epa.gov after you receive the authorization email and as instructed.
- You will receive an auto reply message once the RTP Finance Center receives your email. If for some reason the RTP Finance Center cannot accept your electronic invoice, you will be notified as soon as possible. You are required to contact the RTP Finance Center at 919-541-1148 if your email submission is rejected.
- Receipt date for invoices will be the date the RTP Finance Center retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect). Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR/ACOR and CO on the email when the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service	U.S. Environmental Protection Agency RTP Finance Center (AA216-01) Durham, NC 27711
UPS, Federal Express, or Overnight Mail	U.S. Environmental Protection Agency RTP Finance Center 4930 Old Page Road (AA216-01) Durham, NC 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148,

or via email at: ContractPaymentInfo@epa.gov.

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

G.2 EPAAR 1552.216-72 PLACEMENT OF DELIVERY ORDERS ORDERING-BY DESIGNATED ORDERING OFFICERS (APR 1984)

- (a) The Government will order any supplies to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, throughout the life of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers: TBD.
- (b) A Standard Form 30 will be the method of amending delivery orders.
- (c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.
- (d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.
- (e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.
- (f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

AWARD OF TASK ORDER INSTRUCTIONS:

- (g) The Contracting Officer (CO) will follow the procedures of FAR 16.505 in conjunction with the procedures in this section when placing task orders under this contract.
- (h) Time and Material task orders will be issued under this contract.
- (i) EPA shall issue task orders in accordance with the tasks listed under the PWS.
- (j) Request for Task Order Proposals
 - 1. The Contracting Officer will initiate task orders by submitting a request for a task order proposal and cost estimate from the Contractor. The request will include: the task order statement of work (SOW), attachments or supplemental information (if any), task order terms and conditions (if any), submission instructions, and the due date for the task order proposal. Requesting a task order proposal does not commit the Government to awarding a task order.
 - 2. The Contractor shall submit a task order proposal and cost estimate in accordance with the submission instructions. The Government will evaluate the task order proposal and cost estimate received. The Government may request revisions to the task order proposal if deemed necessary. Once the Government has accepted the task order proposal and cost estimate, the CO will award a task order with the task order SOW to the Contractor. The Contractor shall acknowledge receipt of each task order to the CO within three days of receipt.

3. Task Orders may include their own special terms and conditions including clauses to which the contractor shall adhere. Task orders may include optional periods and/or optional quantities. All special terms and conditions will be included in the CO's request for task order proposal and in the awarded task order.
4. Task orders may be placed at any point during the ordering period of the contract. Individual orders will have unique periods of performance which may include optional periods. No task order may have a period of performance that goes longer than 180 days beyond the end of the date of this contract.

(End of clause)

G.3 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

- (a) The Contractor shall assign to this task order the Key Personnel:

<u>Title of Position</u>	<u>Name</u>
Program Manager	<u>TBD</u>

(b) During the first 180 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer (CO) within **15** calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 180 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least **30** calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have equivalent qualifications to those of the persons being replaced. The CO will notify the Contractor within **15** calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

G.4 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
- (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is: TBD

G.5 LOCAL CLAUSE EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contracting Officer's Representative (COR) (formerly Project Officer(s)) for this contract:
TBD

Contract Specialist(s) responsible for administering this contract:
TBD

Administrative Contracting Officer:
TBD

G.6 LOCAL CLAUSE EPA-G-45-101 DESIGNATION OF A PROPERTY OFFICER

The property administrator for this contract is as follows:
[TBD- Property Administrator's name, organization, address, email address, and phone number (if applicable)]

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-70)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency
Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. *Contract Property Administration (CPAR)*

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. *Requests for Government Property.*

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the

Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) *EPA.* Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: “Note to CO: Reimbursement to the EPA Superfund is required.”

(ii) *DCMA.* If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer*. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale*. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment*. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination*. In addition to the requirements of the “Government Property” clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout*. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Required Data Element—In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

NOTE: For items comprising a system which is defined as, “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

[74 FR 47110, Sept. 15, 2009, as amended at 78 FR 46291, July 31, 2013]

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.203-71	Display of EPA Office of Inspector General Hotline poster. (AUG 2000)
EPAAR	1552.208-70	Printing (SEPT 2012)
EPAAR	1552.209-71	Organizational conflicts of interest. (MAY 1994) - Alternate I (MAY 1994)
EPAAR	1552.209-75	Annual certification. (MAY 1994)
EPAAR	1552.211-75	Working Files
EPAAR	1552.211-79	Compliance with EPA Policies for Information Resources Management
EPAAR	1552.217-75	Option to Extend the Effective Period of the Contract-Time and Materials or Labor Hour Contract
EPAAR	1522.223-71	EPA Green Meetings and Conferences
EPAAR	1552.235-70	Screening business information for claims of confidentiality. (APR 1984)
EPAAR	1552.235-71	Treatment of confidential business information. (APR 1984)
EPAAR	1552.235-79	Release of contractor confidential business information. (APR 1996)
EPAAR	1552.235-80	Access to Confidential Business Information (OCT 2000)
EPAAR	1552.237-75	Paperwork Reduction Act

H.2 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H.3 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H.4 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

(End of provision)

H.5 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

H.6 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual (see attachment). A copy of the manual may also be obtained from the Contracting Officer's Representative or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP)

(H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(End of clause)

H.7 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk. (End of clause)

H.8 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H.9 LOCAL CLAUSE EPA-H-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

H.10 LOCAL CLAUSE EPA-H-04-107 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 ""Audit and Records - Negotiation (JUN 1999),"" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

H.11 LOCAL CLAUSE EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.12 LOCAL CLAUSE EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.

5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H.13 LOCAL CLAUSE EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLITS OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is „yes“, describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.14 LOCAL CLAUSE EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

For each task order (TO) request for offer, the Contractor shall provide the Contracting Officer a conflict of interest certification within seven (7) calendar days of receipt of the task order request for offer. Where TOs are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO, or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

H.15 LOCAL CLAUSE EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H.16 LOCAL CLAUSE EPA-H-27-101 DATA

Upon receipt of all data provided to the Government by the contractor under this paragraph, the Government shall acknowledge in writing to the contractor the receipt of all confidential or other data.

(b) With regard to all copies of data specifically requested by the

Government and supplied in response thereto by the contractor under the contract clause entitled "Additional Data Requirements," the contractor may, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor may be required to turn over or provide to the Government any of the following:

1. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General." Such financial, cost or pricing data does not refer to site-specific cost records which are necessary to substantiate cost recovery actions.
2. Contractual agreements for supplies or services. (This exclusion does not apply to: 1) data resulting from such services, or 2) subcontracts issued in order to support site activity which are reimbursed through this contract.)

3. Contractor and personnel performance ratings and evaluations.
4. Data previously developed by parties other than the contractor which was acquired independently of this contract, or acquired by the contractor prior to this contract under conditions restricting the contractor's right to such data. (d) The contractor shall deliver to the OSC, within ninety (90) calendar days after the completion of the task order period of performance, all site-related data including, but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, photographs, and other site-specific documents which are necessary to substantiate cost recovery actions.

H.17 LOCAL CLAUSE EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.18 LOCAL CLAUSE EPA-H-27-103 APPLICATION OF RIGHTS IN DATA-SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H.19 LOCAL CLAUSE EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

- (a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.
- (b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).
- (c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.
- (d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.
- (e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

- (1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
- (2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.
- (3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.
- (f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.
- (g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H.20 LOCAL CLAUSE EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING

- (a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the task order PWS. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon to the CO and COR in the Contractor's Monthly Progress Reports as a separate, clearly identified item.
- (b) The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal task order requirements or to obtain and sustain an appropriate level of professionalism. The Government will only consider reimbursement of any direct charges for training if the Contractor complies with the procedures set forth in paragraph (c) below.
- (c) The Government may determine to reimburse the direct cost of training only when the Government determines that to do so is in the best interests of the Government associated with a requirement that represents a unique Government need unrecognized at the time of task order award. When such circumstances occur, the Contractor shall secure the CO's prior written approval by submitting a written request to the CO and COR that includes, at a minimum the following information:
 - (1) Individual to be trained (identify position and job duties under task order).
 - (2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify the section of the PWS that will benefit from training and describe in detail how the training relates to the PWS and job duties under the task order.)
 - (3) Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.)
- (d) The CO will provide the Contractor with written approval or disapproval of the Contractor's request. Approval of the Contractor's submission in response to the RFP that includes training as an additional cost shall not be construed to mean the training is approved; i.e., the Contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the CO unless approves it in accordance with this clause.
- (e) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.
- (f) Contracting Officer approval is not required for mandatory EPA training such as EPA's Annual Security Training, etc. These training events must be taken, tracked, and reported on as requested by the COR and/or CO.

H.21 LOCAL CLAUSE EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H.22 LOCAL CLAUSE EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

To be completed at time of award

H.23 LOCAL CLAUSE EPA-H-39-102 NOTIFICATION OF PERSONNEL REQUIRING ACCESS TO EPA COMPUTERS

As a part of its proposal, the Offeror shall include a listing of those personnel who will require access to EPA computers in the performance of the anticipated contract. See the "Access to EPA Computers" clause for additional information regarding computer access.

H.24 LOCAL CLAUSE EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

H.25 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

H.26 LOCAL CLAUSE EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)
FAR	52.204-13	System for Award Management Maintenance. (Jul 2013)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-7	Information Regarding Responsibility Matters (JUL 2013)
FAR	52.212-4	Contract Terms and Conditions – Commercial Items, Alt 1
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.216-7	Allowable Cost & Payment (JUNE 2013)
FAR	52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
FAR	52.219-14	Limitations on Subcontracting (NOV 2011)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (APR 2015)
FAR	52.222-35	Equal Opportunity for Veterans. (OCT 2015)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)

FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.227-17	Rights in Data – Special Works
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-8	Discounts for Prompt Payment. (FEB 2002)
FAR	52.232-11	Extras. (APR 1984)
FAR	52.232-16	Progress Payments. (APR 2012)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JUL 2013)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.237-3	Continuity of Services (JAN 1991)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.244-6	Subcontracts for Commercial Items. (FEB 2016)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)

I.2 FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jun 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

__ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (Nov 2011) of [52.219-3](#).

__ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (Jan 2011) of [52.219-4](#).

__ (13) [Reserved]

X (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Oct 1995) of [52.219-7](#).

__ (iii) Alternate II (Mar 2004) of [52.219-7](#).

- _X_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- _X_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ~~_X_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).~~
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- _X_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- _X_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- _X_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- _X_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- _X_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- _X_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__X_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

__ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of [52.223-13](#).

__ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

__ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

__ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-16](#).

__X_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

__ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

__ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

__ (47) [52.225-5](#), Trade Agreements (Feb 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

___ (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

X (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

X (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

~~___~~ [X](#) (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

___ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
 - (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xi)
[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
 - (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

I.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.5 FAR 52.217-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The TBD *[insert name of SBA's contractor]* will notify the EPA *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

I.6 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

I.7 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPA (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LOCAL CLAUSE EPA-L-52-101 LIST OF ATTACHMENTS

LIST OF ATTACHMENTS	
No.	TITLE
1	Performance Work Statement (PWS)
2	Quality Assurance Surveillance Plan (QASP)
3	Past Performance Questionnaire (PPQ)
4-23	Draft IMCS IV Task Order SOWs: Docket Center, FOIA, ORCR, Libraries: Ann Arbor, AWBERC, HQChem, R3, R5, WebInfo Architecture, Las Vegas, Records: OEI OTOP, Cincinnati, HQ ORD, HQ OAR, NCEA, R1, HQ OLEM, R5, OEI, and HQ OPP.
24	Question and Answer Set
25	IMCS IV Estimated Level of Effort
26	IMCS IV Labor Categories

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$15 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xviii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xx) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

– (i) [52.204-17](#), Ownership or Control of Offeror.

- __ (ii) [52.204-20](#), Predecessor of Offeror.
- __ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- __ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- __ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- __ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA– Designated Products (Alternate I only).
- __ (vii) [52.227-6](#), Royalty Information.
- __ (A) Basic.
- __ (B) Alternate I.
- __ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.2 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (OCT 2015)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental

entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.3 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 – All Other Professional, Scientific, and Technical Services.

(2) The small business size standard is \$15 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It ___ is, ___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-

owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.4 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR [52.219-1](#), Small Business Program Representation.

(b) Representations.

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*

_____.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that—

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.6 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that—

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment,

affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (FAR 52.225-25) (OCT 2015)

This clause is incorporated by reference.

K.8 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

K.9 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

K.10~~14~~ LOCAL CLAUSE EPA-K-03-101

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form

312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

K.11 SIGNATURE BLOCK

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.204-7	System for Award Management. (JUL 2013)
FAR	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)
FAR	52.222-46	Evaluation of Compensation for Professional Employees. (FEB 1993)
FAR	52.237-10	Identification of Uncompensated Overtime. (MAR 2015)
EPAAR	1552.233-70	Notice of filing requirements for agency protests. (JUL 1999)

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

(a) *Definitions.* As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed

to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an 8(a) Single Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation. Task orders under this contract will be placed on a Time-and-Materials basis.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from.

Mrs. Marisol Ventura

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Mail Code: 3803R
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 LOCAL CLAUSE EPA-L-15-102 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation electronically through FedConnect. In order to submit questions, offerors must register in FedConnect at www.fedconnect.net, see main page for registration instructions. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. Only those technical questions posted through FedConnect will be accepted. EPA must receive technical questions no later than **10 calendar days** after the issuance date of this solicitation. EPA will utilize FedConnect to issue amendments to the solicitation (e.g., to answer technical questions which may affect proposal submittal). EPA will not reference the source of the questions.

**L.6 LOCAL CLAUSE EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/
OFFERS/QUOTES (MAR 2014)**

(a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net . There is no charge for registration in or use of FedConnect.

(b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov> . There is no charge for registration in SAM.

**L.7 LOCAL CLAUSE EPA-L-19-101 IDENTIFICATION OF SET-ASIDE 8(a) PROGRAM
APPLICABILITY**

This procurement is being processed as follows:

- (a) Type of set-aside: [8(a)]
- (b) Percent of the set-aside: [100%]

**L.8 LOCAL CLAUSE EPA-L-36-101 TECHNICAL AND COST PROPOSAL INSTRUCTIONS
ALTERNATE III**

(A) PROPOSAL INSTRUCTIONS

(1) The offeror's response is to be submitted in three (3) volumes on or before Tuesday, October 11, 2016 at noon ET. Monday, September 19, 2016 by 5pm ET. The technical proposal is to be separate from the cost proposal. Responses are subject to the following requirements and limitations as set forth in Section "L".

<u>VOLUME</u>	<u>TITLE</u>	<u>LIMIT</u>
I	Technical Proposal	*50 pages
II	Cost Proposal	No Limit

<u>Volume</u>	<u>TITLE</u>	<u>PAGE LIMIT</u>
I	Technical Proposal; Cover Letter Included	*50 Pages
II	Offeror's proposed Labor Categories & Description	No Limit
III	Cost Proposal	No Limit

*NOTE: This is a total of 50 pages. Any pages exceeding the page limitation will not be read or considered. This limitation does not include the **cover letter, table of content, list of figures, resumes, the staffing response of all labor categories proposed, and past performance questionnaires.**

All proposals shall use Calibri font size 12, **with the exception of graphics and tables in which a smaller font size up to 9 is allowed.**

(2) Offeror's shall include a cover letter with their technical and cost proposal. The cover letter shall include, but is not limited to the following:

- (i) The solicitation number;
 - (ii) The name, address, telephone numbers and electronic addresses of the Offeror;
 - (iii) Names, titles, telephone numbers and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
 - (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
 - (v) Name, title, and signature of principals of the firm.
 - (vi) The name, address, telephone number and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
 - (vii) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD (DUNS) number for each organization and new entity if one is being created;
 - (viii) The name, address, telephone numbers and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Contract Administration Office Functions); and
 - (ix) A statement that the Offeror grants to the EPA or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.
- (3) Notwithstanding any other provision or clause in this solicitation to the contrary, the original technical and cost proposal shall be submitted via the FedConnect® web portal (www.fedconnect.net) as the official submission. In order to submit the original proposal via FedConnect®, offerors must register in Fedconnect at www.fedconnect.net, see main page of FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

~~NOTE: There must be an annotation on the face of the package which shows the RFP number and the closing date.~~

(B) VOLUME-SPECIFIC INSTRUCTIONS

(1) Volume I: Technical Proposal Instructions -

- (i) The technical proposal shall include the Contractor's responses to the criteria/factors listed below in this solicitation. The technical proposal shall be organized in the same order as the evaluation criteria presented below.
- (ii) Each section of the proposal shall be titled.

Offerors shall address the following **TECHNICAL EVALUATION FACTORS**:

1. Technical Approach: The Offerors shall describe its Technical Approach for accomplishing the work described in the Performance Work Statement (PWS) found in Attachment 1. The Offeror's technical proposal shall include their approach to Library Network coordination and their records management experience and their abilities to work across geographic boundaries and time zones to ensure that user services, physical and electronic collections, end-user training, and implementation of new technologies are maintained and expanded. Also, The Offerors shall describe their plan for collaborating with and incorporating customer and stakeholder input and review throughout the project life; how the Offerors will deliver value to the Government, citing specific examples when relevant; and their expertise, experience, and knowledge of the PWS requirements in a well-organized manner.

2. Staffing Approach: The Offerors shall include a staffing approach that includes: (a) proposed staffing plan including identification of labor categories, labor category descriptions, and number of personnel for each, (b) the Key Personnel labor category of Program Manager (PM), and (c) the Offeror's Staffing approach shall include the responsiveness, recruitment, and retention plan regarding hiring and retention practices, minimizing personnel turnover, and ensuring a continuation of services during personnel absences so that the impact to the Government is minimized.

Offerors shall provide a resume for the proposed key personnel of Program Manager.

The resume shall demonstrate that the individual(s) possess the education, expertise, abilities, and experience necessary to successfully manage this effort and shall contain the following information:

- a. Name
- b. Project assignment
- c. Name of firm with which associated
- d. Years of experience
 - i. With this firm
 - ii. With other firms
- e. Education, Degree(s), Year, Specialization
- f. Relevant certifications/memberships in professional associations
- g. Percentage of time available for this contract
- h. Experience and qualification relevant to this procurement as it relates to:
 - Knowledge of information-related sciences as demonstrated by a Master of Library Science or equivalent degree;
 - Training, knowledge and experience in management of records in a government or similar setting;
 - Hands-on experience in the operation of records centers and/or libraries;
 - Experience in the administration of similar government contracts.
- i. Location of office to which this individual will be permanently assigned during the contract period of performance

The resume for **key personnel** ~~each key person~~ shall be limited to three (3) pages.

3. Past Performance:

EPAAR 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least three (3) contracts, ~~subcontracts and/or task orders and subcontracts~~ completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire (PPQ) identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement described in Attachment 1 in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(f) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(g) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

(h) The Offerors shall also transmit the PPQ (Attachment 3) to all of the named references in the Offeror's submission to this RFP. **Offerors shall submit a total of three (3) past performance citations for the Prime and at least one (1) for each subcontractor. At least one of the past performance references submitted must reference the past performance experiences as the Prime Contractor.**

The Offeror is responsible for following up with its past performance references to ensure that the references has submitted a PPQ via email to: Marisol Ventura, at ventura.marisol@epa.gov and Patricia Bassette-Woltz, at bassette-woltz.patricia@epa.gov. All PPQs must be submitted on or before the due date and time of the proposal. Any PPQ not received by the due date and time will not be considered.

(2) Volume II: Cost Proposal Instructions -

i. (a) Part I – Cost/Pricing Proposal Instructions:

(1) The Offerors shall prepare and submit detailed cost or pricing information data and any supporting attachments so that the Government can conduct a price analysis and cost realism review.

(2) The Offerors shall provide the Offeror's proposed labor categories, fixed labor rate **per contract year**, and level of effort for the entire contract period of 60 months.

(3) Labor Category rates submitted shall include the minimum and maximum offsite and onsite Government rate, regardless of location.

(4) Cost proposals shall be valid up to 90 days from the due date of proposal.

The labor categories listed below are suggested labor categories and estimated number of hours that may be ordered annually under this ID/IQ contract. This information is provided for estimation and evaluation purposes only; the EPA does not guarantee any volume of purchases. With the exception of the Program Manager, which is a required Key Personnel, Offerors are not required to utilize these labor categories in pricing their quote in response to this RFP. Offerors are required to utilize the Estimated Annual Total Hours Ceiling, but may allocate the total across the proposed labor categories at their discretion.

Labor Category; Estimated Annual Hours

Project Manager (Key Personnel)	14,046
Information Architect Level 1	1,928
Information Architect Level 2	1,928
Information Architect Level 3	4,392
Supervisor Information Architect Level 2	964
TIS (Technical Information Specialist) 1	7,712
TIS 2 (Technical Information Specialist)	5,784
TIS 3 (Technical Information Specialist)	7,712
Librarian 1	3,856
Librarian 2	1,928
Librarian 3	13,357
Librarian 4	13,168
Librarian 5	22,355
Supervisor Library 1	2,880
Supervisor Library 2	15,424
Supervisor Library 3	17,374
PIC Tech (Public Information Center Technician)	3,856
Info Aide (Information Aide)	40
IS 2 (Information Specialist)	35,346
IS 3 (Information Specialist)	27,032
IS 4 (Information Specialist)	13,202
IS 5 (Information Specialist)	17,352
RMS2 (Records Management Specialist)	11,240
RMS3 (Records Management Specialist)	117,041
RMA3 (Records Management Administrator)	16,148
RMA4 (Records Management Administrator)	3,550
RIM3 (Records Information Manager)	35,936
RIM4 (Records Information Manager)	39,820
RIM5 (Records Information Manager)	21,424
Program Manager (Key Personnel)	14,046

*The Key Personnel position of Program Manager will oversee the overall contract and is typically billed as overhead. Therefore, this labor category has been removed from the estimated Level of Effort table.

Estimated Annual Total Hours Ceiling

476,795.00

NOTE: All proposed labor categories must be accompanied with the number of years of experience, level of

relevant knowledge for the general requirements of the PWS, education, and any other details pertinent to the successful completion of the anticipated work for this requirement.

(3) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and Offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(4) The realism and reasonableness of the Offeror's prices/costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime), will be part of the evaluation. The burden of proof for pricing/cost credibility rests with the offeror.

(i) Direct Labor

(A) The Offeror's submission should describe how the technical approach coincides with the proposed costs. The Offeror should provide a list of the ~~individuals~~ **labor categories** proposed and the hours associated with each ~~individual~~ **labor category** and the percentage of hours assigned.

(B) Describe for each labor category proposed the qualifications and experience requirements.

(C) Describe how any prospective team subcontractors were chosen as part of the Offeror's proposed team; and rationale for selection (if applicable).

(D) Describe the necessity for the subcontractors effort as either a supplement or complement to the Offeror's in-house expertise (if applicable).

(E) Identify the areas of the PWS and the maximum number of hours associated with each subcontractor and what each is anticipated to perform (if applicable).

(F) Identify escalated rates, if used, and the percent and methodology for deriving them.

(ii) Indirect Costs (all applicable indirect rates that the Contractor applies to its invoices.)

(b) The Offerors shall identify their estimated Other Direct Costs that may be applied at task order level.

(c) Offerors shall not propose to apply fee, other than the Offeror's approved G&A or material handling fee, to travel or any other direct costs.

(d) Team Subcontracts. The Offerors shall include subcontractor information consistent with the Offeror's information required above in the same format as the Offerors cost submission. The team subcontractor information may be provided directly to the CO if the subcontractor does not wish to provide this data to the prime Offeror. Cost data from a subcontractor must be received by the time, date and at the location specified for proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime Offeror, and a statement that the package is the subcontractor's data relevant to the proposal from the prime Offeror. If submitted with the prime Offeror's proposal, clearly identify the subcontractor information separately from the prime. State the amount of service estimated to be performed by the subcontractor.

(e) The Offerors shall provide a Time-and-Materials (T&M) proposal for the period of performance of this contract as stated under RFP section local clause EPA-F-101. Clearly delineate the labor category; **minimum and maximum offsite and onsite Government** rates; proposed hours under the Labor Hour portion; total cost of labor for each task by category; and ODCs.

(f) If applicable, the Offeror shall identify its cognizant audit agency.

All proposals are due by 12:00pm ET Tuesday, October 11, 2016 5:00 pm. ET Monday, September 19, 2016 through FedConnect. Email or faxed proposals will not be accepted. Late proposals will not be accepted.

(End of provision)

L.9 FAR 52.216-31 TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ACQUISITIONS (FEB 2007)

(a) The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with Time-and-Materials or Labor-Hour task orders resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

L.10 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(End of provision)

L.11 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of provision)

L.12 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EPA-M-15-101 EVALUATION FACTORS FOR CONTRACT AWARD

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) The following evaluation factors are listed in descending order of importance below:

1. Technical Approach:

The Offeror will be evaluated on its demonstrated understanding, knowledge, and capability to perform the Libraries, Records management, Docket Center, and FOIA work listed in the PWS. Offeror will be evaluated on its management approach to meeting requirements and schedules, as well as managing multiple task orders and potentially multiple subcontractors. Also, the Offeror will be evaluated on its approach of managing communication at the basic ID/IQ contract and Task Order level, internally and with the Government, as well as its approach to stakeholder engagement.

2. Staffing Approach:

The Offeror will be evaluated on its proposed:

- (a) Key Personnel labor category of Program Manager, or equivalent position: The Offeror's proposed key personnel will be evaluated on their education, expertise, and years and quality of experience in managing or providing services similar in size, scope, and complexity to this task order. The offeror's proposed Key Personnel will be evaluated on the following:
 - 1. Knowledge of information-related sciences as demonstrated by a Master of Library Science or equivalent degree;
 - 2. Training, knowledge and experience in management of records in a government or similar setting;
 - 3. Hands-on experience in the operation of records centers and/or libraries;
 - 4. Experience in the administration of similar government contracts.
- (b) Proposed Staffing Plan: The Offeror will be evaluated on its proposed staffing plan to perform all tasks in the PWS for all the four services of Libraries, Records Management, Docket Center, and FOIA.
- (c) Additionally, the Offeror's Staffing approach will also be evaluated on the responsiveness, recruitment, and retention plan regarding hiring and retention practices, minimizing personnel turnover, and ensuring a continuation of services during personnel absences so that the impact to the Government is minimized.

3. Past Performance:

The Offeror will be evaluated on: (a) current and past performance history; (b) information submitted in response to the Past Performance Questionnaires submitted by the Offeror's current and former clients; (c) past performance information contained in the Contractor Performance Assessment Reporting System (CPARS); and (d) any other repository of past performance information, such as PPIRS.

The Offeror's relevant current and past performance history within the last three (3) years will be evaluated with particular emphasis on contracts of similar size, scope, and complexity to the PWS, as well as the Offeror's timeliness, responsiveness, and cost control on similar projects. Proposals received without any relevant performance history will be given a neutral rating.

(c) The Technical Factors above will be evaluated using adjectival rating scale below:

Adjectival Rating	Description
Exceptional	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates adequate approach and understanding of the requirements. Strengths and weaknesses do not outweigh one another or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not outweighed by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unacceptable for purposes of an award.

M.2 FAR PART 15.404-1 PRICE EVALUATION

The Government will perform a price analysis of the Offeror's cost proposal in accordance with FAR Parts 15. In addition, the Government will also evaluate cost proposals to determine contract cost realism. A price analysis will be conducted for fair and reasonable price determination by determining if competition exists, by comparing proposed cost/price with established commercial prices, and by comparing proposed cost/price with the Independent Government Cost Estimate (IGCE).

Cost realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, whether the estimated proposed price is realistic for the work to be performed, and are consistent with the methods of performance described in the Offeror's technical proposal, i.e., that the cost or price is not unrealistically low or unreasonably high.

For the purposes of evaluation, only the Offeror's proposed onsite government labor rates will be evaluated.

[END OF SECTION M]

